

CONTRACT #1
RFS # 305.04-02011
FA # 12-37224
Edison # 29261

State
Library and Archives

VENDOR:
Auto-Graphics, Inc.

Tre Hargett, Secretary of State
State of Tennessee



Tennessee State Library and Archives
403 7th Avenue North
Nashville, TN 37243-1409

Charles Sherrill
State Librarian and Archivist

615-741-7996
Chuck.Sherrill@tn.gov

MEMORANDUM

To: Fiscal Review Committee
Attn: Leni Chick

From: Charles A. Sherrill

Date: January 16, 2012

Subject: Request for review – Auto-Graphics

Attachment: 1 contract amendment, and corresponding documentation

CC:

Please find attached a draft contract amendment between the Tennessee State Library and Archives and Auto-Graphics, along with the corresponding documentation. This amendment is to change the current contract payment total from \$400,000.00 to \$640,000.00. This increase will allow the Tennessee State Library and Archives to assist more libraries that may not be automated or have an automation system that is unsupported to join Verso, the Integrated Library System. This automation system will allow public libraries to have a hosted library automation system for checking out materials and also provide them with an online presence.

If you need any further information or clarification, please contact me.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Jennifer Cowan-Henderson	*Contact Phone:	615-741-1923	
*Original Contract Number:	29261	*Original RFS Number:	30504-02011	
Edison Contract Number: <i>(if applicable)</i>	29261	Edison RFS Number: <i>(if applicable)</i>		
*Original Contract Begin Date:	November 1, 2011	*Current End Date:	October 31, 2016	
Current Request Amendment Number: <i>(if applicable)</i>	2			
Proposed Amendment Effective Date: <i>(if applicable)</i>	April 1, 2013			
*Department Submitting:	Department of State			
*Division:	Tennessee State Library and Archives			
*Date Submitted:	January 16, 2013			
*Submitted Within Sixty (60) days:	Yes			
<i>If not, explain:</i>				
*Contract Vendor Name:	Auto-Graphics, Inc.			
*Current Maximum Liability:	\$400,000			
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>				
FY:11/12	FY:12/13	FY13/14	FY14/15	FY15/16
\$200,000	\$50,000	50,000	50,000	50,000
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>				
FY:11/12	FY:12/13	FY13/14	FY14/15	FY15/16
152,325.76	23,845.00			
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:				
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:				
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:				
*Contract Funding	State:	\$120,000	Federal:	\$280,000

Supplemental Documentation Required for
Fiscal Review Committee

Source/Amount:			
Interdepartmental:		<i>Other:</i>	
If " <i>other</i> " please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
January 1, 2013		To increase funds available.	
Method of Original Award: <i>(if applicable)</i>		RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$230,000	

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description :	FY:12/13	FY:13/14	FY:14/15	FY:15/16	FY:16/17

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description :	FY:	FY:	FY:	FY:	FY:

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor	FY:	FY:	FY:	FY:	FY:



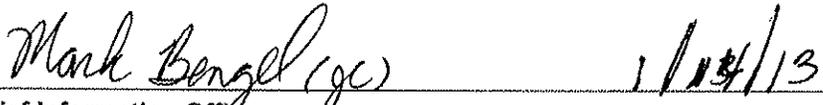
OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Jennifer Cowan-Henderson
E-mail : jennifer.cowan-henderson@tn.gov

DATE : January 14, 2012

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 30504-02011
OIR Endorsement Signature & Date:
 Chief Information Officer
<i>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</i>

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Tennessee State Library and Archives
Agency Contact (name, phone, e-mail)	Jennifer Cowan-Henderson, 615-741-1923, jennifer.cowan-henderson@tn.gov
Subject Procurement Document (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input checked="" type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input type="checkbox"/> Non-Competitive Amendment Request	
Information Systems Plan (ISP) Project Applicability	
<input checked="" type="checkbox"/> Not Applicable to this Request	
<input type="checkbox"/> Applicable-- ISP Project#	
Response Confirmed by IT Director/Staff (name):	

Applicable RFS # 30504-02011
Required Attachments (as applicable – copies without signatures acceptable) <ul style="list-style-type: none"><input type="checkbox"/> RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request<input checked="" type="checkbox"/> Original Contract/Grant or Amendment<input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment
Subject Information Technology Service Description (Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, <i>etc.</i> As applicable, identify the contract & solicitation sections related to the IT services.) The proposed amendment is to add additional funds to the Statewide ILS project for public library circulation automation.

Non-Competitive Amendment Request

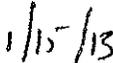
NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: AgSprs.Agspr@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	30504-02011	
1. Procuring Agency	Tennessee State Library and Archives	
2. Contractor	Auto-Graphics, Inc.	
3. Contract #	29261	
4. Proposed Amendment #	2	
5. Edison ID #	67700	
6. Contract Begin Date	November 1, 2011	
7. Current Contract End Date – with ALL options to extend exercised	October 31, 2016	
8. Proposed Contract End Date – with ALL options to extend exercised	October 31, 2016	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$ 400,000.00	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$ 640,000.00	
11. Office for Information Resources Endorsement – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
12. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	<p>With the success of the statewide automation system, the Tennessee State Library and Archives would like to be able to continue to assist public libraries that would like to join this Integrated Library System.</p>	
15. Name & Address of the Contractor's Principal Owner(s) – NOT required for a TN state education institution	<p>Paul Cope, President</p>	

Request Tracking #	30504-02011
3201 Temple Avenue, Suite 100 Pomona, CA 91768	
16. Evidence Contractor's Experience & Length Of Experience Providing the Service Auto-Graphics has been providing successful automation solutions for over 20 years.	
17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives This contract was determined via the RFP process.	
18. Justification – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i> Additional funds to this project will allow the Tennessee State Library and Archives the ability to assist more libraries move from unsupported automation system into an up-to-date hosted Integrated Library System.	
Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i>  	



CONTRACT AMENDMENT

Agency Tracking # 30504-02011	Edison ID	Contract # 29261	Amendment # 2		
Contractor Legal Entity Name Auto-Graphics, Inc.			Edison Vendor ID 67700		
Amendment Purpose & Effect(s) To increase the funds available for this service.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: October 31, 2016			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 240,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012	120,000	80,000			200,000
2013	50,000	60,000			110,000
2014	50,000	60,000			110,000
2015	50,000	60,000			110,000
2016	50,000	60,000			110,000
TOTAL:	320,000	320,000			640,000
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE</i>		
Speed Chart (optional) SS0000408		Account Code (optional)			

**AMENDMENT TWO
OF CONTRACT 29261**

This Amendment is made and entered by and between the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives, hereinafter referred to as the "State" and Auto-Graphics, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section C.1. is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Six Hundred Forty Thousand Dollars (\$640,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective April 1, 2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

AUTO-GRAPHICS, INC.:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE STATE LIBRARY AND ARCHIVES:

CHARLES A. SHERRILL, STATE LIBRARIAN AND ARCHIVIST

DATE

OFFICE OF THE SECRETARY OF STATE:

TRE HARGETT, SECRETARY OF STATE

DATE



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman
Senators

Douglas Henry Reginald Tate
Brian Kelsey Ken Yager
Eric Stewart
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

Rep. Curtis Johnson, Vice-Chairman
Representatives

Tommie Brown David Shepard
Jim Coley Tony Shipley
Charles Curtiss Curry Todd
Johnny Shaw Mark White
Charles Sargent, *ex officio*
Speaker Beth Harwell, *ex officio*

M E M O R A N D U M

TO: Jessica Robertson, Chief Procurement Officer
Department of General Services

FROM: Senator Bill Ketron, Chairman
Representative Curtis Johnson, Vice-Chairman

BK CJ

DATE: October 16, 2012

SUBJECT: **Contract Comments**
(Fiscal Review Committee Meeting 10/15/12)

RFS# 305.04-02011 (Edison # 29261)

Department: State

Division: Library and Archives

Vendor: Auto-Graphics, Inc.

Summary: The vendor currently provides for an integrated statewide library system through a web-based Application Service Provider. The proposed amendment increases the maximum liability by \$170,000.

Current maximum liability: \$230,000

Proposed maximum liability: \$400,000

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: Charles A. Sherrill, State Librarian and Archivist

Tre Hargett, Secretary of State
State of Tennessee



Tennessee State Library and Archives
403 7th Avenue North
Nashville, TN 37243-1409

Charles Sherrill
State Librarian and Archivist

615-741-7996
Chuck.Sherrill@tn.gov

MEMORANDUM

To: Fiscal Review Committee
Attn: Leni Chick

From: Charles A. Sherrill

Date: October 3, 2012

Subject: Request for review – Auto-Graphics

Attachment: 1 contract amendment, and corresponding documentation

CC:

Please find attached a draft contract amendment between the Tennessee State Library and Archives and Auto-Graphics, along with the corresponding documentation. This amendment is to change the current contract payment total from \$230,000.00 to \$400,000.00. This increase will allow the Tennessee State Library and Archives to assist more libraries that may not be automated or have an automation system that is unsupported to join Verso, the Integrated Library System. This automation system will allow public libraries to have a hosted library automation system for checking out materials and also provide them with an online presence.

If you need any further information or clarification, please contact me.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Jennifer Cowan-Henderson	*Contact Phone:	615-741-1923
*Original Contract Number:	29261	*Original RFS Number:	30504-02011
Edison Contract Number: <i>(if applicable)</i>	29261	Edison RFS Number: <i>(if applicable)</i>	
*Original Contract Begin Date:	November 1, 2011	*Current End Date:	October 31, 2016
Current Request Amendment Number: <i>(if applicable)</i>	1		
Proposed Amendment Effective Date: <i>(if applicable)</i>	January 1, 2013		
*Department Submitting:	Department of State		
*Division:	Tennessee State Library and Archives		
*Date Submitted:	October 3, 2012		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>			
*Contract Vendor Name:	Auto-Graphics, Inc.		
*Current Maximum Liability:	\$230,000		
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>			
FY:11/12	FY:12/13	FY13/14	FY14/15
\$200,000	\$30,000		
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>			
FY:11/12	FY:12/13	FY13/14	FY14/15
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IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			
*Contract Funding	State:	\$120,000	Federal: \$110,000

Supplemental Documentation Required for
Fiscal Review Committee

Source/Amount:			
Interdepartmental:		<i>Other:</i>	
If " <i>other</i> " please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>		RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$230,000	

Supplemental Documentation Required for
Fiscal Review Committee

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Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor	FY:	FY:	FY:	FY:	FY:

Supplemental Documentation Required for
Fiscal Review Committee

Cost: (name of vendor)					

Payments on a Contract

Unit	Vendor	Vendor Name	OCR Contract Num	Contract Type	Maximum Amt	Voucher ID	Monetary Amount
30501	0000067700	Auto-Graphics Inc	0000000000000000000000000029261	DFA	230000.000	00036558	\$ 39,088.38
30501	0000067700	Auto-Graphics Inc	00000000000000000000000000029261	DFA	230000.000	00037697	\$ 15,635.35
30501	0000067700	Auto-Graphics Inc	00000000000000000000000000029261	DFA	230000.000	00038132	\$ 3,328.76
30501	0000067700	Auto-Graphics Inc	00000000000000000000000000029261	DFA	230000.000	00038132	\$ 21,823.24
30501	0000067700	Auto-Graphics Inc	00000000000000000000000000029261	DFA	230000.000	00039030	\$ 15,635.35
30501	0000067700	Auto-Graphics Inc	00000000000000000000000000029261	DFA	230000.000	00041123	\$ 10,060.80
30501	0000067700	Auto-Graphics Inc	00000000000000000000000000029261	DFA	230000.000	00041122	\$ 7,817.68
30501	0000067700	Auto-Graphics Inc	00000000000000000000000000029261	DFA	230000.000	00041121	\$ 23,845.00
30501	0000067700	Auto-Graphics Inc	00000000000000000000000000029261	DFA	230000.000	00042266	\$ 10,060.80
30501	0000067700	Auto-Graphics Inc	00000000000000000000000000029261	DFA	230000.000	00042268	\$ 5,030.40
30501	0000067700	Auto-Graphics Inc	00000000000000000000000000029261	DFA	230000.000	00045234	\$ 9,538.00
30501	0000067700	Auto-Graphics Inc	00000000000000000000000000029261	DFA	230000.000	00046209	\$ 9,538.00
30501	0000067700	Auto-Graphics Inc	00000000000000000000000000029261	DFA	230000.000	00046574	\$ 4,769.00
							\$ 176,170.76

PO No.	Voucher Account	GL Descr	Payment Date	Contract Beginning Date	Contract Expire Date
0000004218	72203000	Data Processing Svcs by NonSt	2/7/2012	11/1/2011	10/31/2016
0000004339	72203000	Data Processing Svcs by NonSt	3/7/2012	11/1/2011	10/31/2016
0000004359	72203000	Data Processing Svcs by NonSt	3/16/2012	11/1/2011	10/31/2016
0000004360	72203000	Data Processing Svcs by NonSt	3/16/2012	11/1/2011	10/31/2016
0000004450	72203000	Data Processing Svcs by NonSt	4/3/2012	11/1/2011	10/31/2016
0000004644	72203000	Data Processing Svcs by NonSt	4/27/2012	11/1/2011	10/31/2016
0000004645	72203000	Data Processing Svcs by NonSt	4/27/2012	11/1/2011	10/31/2016
0000004646	72203000	Data Processing Svcs by NonSt	5/1/2012	11/1/2011	10/31/2016
0000004758	72203000	Data Processing Svcs by NonSt	5/22/2012	11/1/2011	10/31/2016
0000004757	72203000	Data Processing Svcs by NonSt	6/1/2012	11/1/2011	10/31/2016
0000005061	72203000	Data Processing Svcs by NonSt	8/10/2012	11/1/2011	10/31/2016
0000005166	72203000	Data Processing Svcs by NonSt	9/20/2012	11/1/2011	10/31/2016
0000005207	72203000	Data Processing Svcs by NonSt	9/26/2012	11/1/2011	10/31/2016



OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Jennifer Cowan-Henderson
E-mail : jennifer.cowan-henderson@tn.gov

DATE : September 28, 2012

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 30504-02011
OIR Endorsement Signature & Date:
 Chief Information Officer
10/3/12
<i>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</i>

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Tennessee State Library and Archives
Agency Contact (name, phone, e-mail)	Jennifer Cowan-Henderson, 615-741-1923, jennifer.cowan-henderson@tn.gov
Subject Procurement Document (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input checked="" type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input type="checkbox"/> Non-Competitive Amendment Request	
Information Systems Plan (ISP) Project Applicability	
<input checked="" type="checkbox"/> Not Applicable to this Request	
<input type="checkbox"/> Applicable— ISP Project#	
Response Confirmed by IT Director/Staff (name):	

Applicable RFS # 30504-02011

Required Attachments (as applicable – copies without signatures acceptable)

- RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request
- Original Contract/Grant or Amendment
- Proposed Contract/Grant or Amendment

Subject Information Technology Service Description

(Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.)

The proposed amendment is to add additional funds to the Statewide ILS project for public library circulation automation.

Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprrs.Agsprsr@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	30504-02011	
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12. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	<p>With the success of the statewide automation system, the Tennessee State Library and Archives would like to be able to continue to assist public libraries that would like to join this Integrated Library System.</p>	
15. Name & Address of the Contractor's Principal Owner(s) – NOT required for a TN state education institution	<p>Paul Cope, President</p>	

Request Tracking #	30504-02011
3201 Temple Avenue, Suite 100 Pomona, CA 91768	
16. Evidence Contractor's Experience & Length Of Experience Providing the Service Auto-Graphics has been providing successful automation solutions for over 20 years.	
17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives This contract was determined via the RFP process.	
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Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i> Charles A. Sherrill 10/4/12	



CONTRACT AMENDMENT

Agency Tracking # 30504-02011	Edison ID	Contract # 29261	Amendment # 1
-----------------------------------------	------------------	----------------------------	-------------------------

Contractor Legal Entity Name Auto-Graphics, Inc.	Edison Vendor ID 67700
------------------------------------------------------------	----------------------------------

Amendment Purpose & Effect(s)
To increase the funds available for this service.

Amendment Changes Contract End Date: YES NO **End Date:** October 31, 2016

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$ 170,000.00**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012	120,000	80,000			200,000
2013		50,000			50,000
2014		50,000			50,000
2015		50,000			50,000
2016		50,000			50,000
TOTAL:	120,000	280,000			400,000

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Paul Case

OCR USE

Speed Chart (optional) SS0000408	Account Code (optional)
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**AMENDMENT ONE
OF CONTRACT 29261**

This Amendment is made and entered by and between the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives, hereinafter referred to as the "State" and Auto-Graphics, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Hundred Thousand Dollars (\$400,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective January 1, 2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

AUTO-GRAPHICS, INC.:



10/19/12

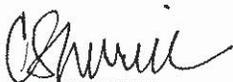
SIGNATURE

DATE

Paul R Cope President, Auto-Graphics, Inc.

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE STATE LIBRARY AND ARCHIVES:



10/23/12

CHARLES A. SHERRILL, STATE LIBRARIAN AND ARCHIVIST

DATE



OFFICE OF THE SECRETARY OF STATE:

Tre Hargett

10/24/12

TRE HARGETT, SECRETARY OF STATE

DATE

pc



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date November 1, 2011	End Date October 31, 2016	Agency Tracking # 30504-02011	Edison Record ID 29261
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Contractor Legal Entity Name Auto-Graphics, Inc	Edison Vendor ID 87700
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Service Caption (one line only)
To support the State's program in providing an integrated library system to libraries across Tennessee.

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CPDA #
------------------------------------------------------------------------------------------------------------	--------

Funding -- FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012	120,000	80,000			200,000
2013		30,000			30,000
2014					
2015					
2016					
TOTAL:					230,000

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Ownership/Control

African American Asian Hispanic Native American Female
 Person w/Disability Small Business Government NOT Minority/Disadvantaged
 Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

RFP The procurement process was completed in accordance with the approved RFP document and associated regulations.
 Competitive Negotiation The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Alternative Competitive Method The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Non-Competitive Negotiation The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
 Other The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Case

OCR USE - FA
FA1237224

Speed Chart (optional)	Account Code (optional)	Contract #
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE DEPARTMENT OF STATE,
TENNESSEE STATE LIBRARY AND ARCHIVES
AND
AUTO-GRAPHICS, INC.**

This Contract, by and between the State of Tennessee, Department of State, Tennessee State Library and Archives, hereinafter referred to as the "State" and Auto-Graphics, Inc., hereinafter referred to as the "Contractor," is for the provision of a hosted statewide Integrated Library System, as further defined in the "SCOPE OF SERVICES."

The Contractor is a/an Individual, For-Profit Corporation
Contractor Federal Employer Identification, Social Security, or Edison Registration ID # 67700
Contractor Place of Incorporation or Organization: 3201 Temple Avenue, Suite 100 Pomona, California 91768

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all services and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. High-level Description. The Contractor shall provide and host for the duration of the contract a web-based Application Service Provider (ASP) model product in order to meet the State's requirements in order to support the State's program in providing an integrated library system to libraries across Tennessee. A library is defined as a library system consisting of one to three facilities.
- A.3. General Types of Services Required
- a. Implementation – A.6.b.
 - b. Conversion – A.6.c.
 - c. Training – A.6.d.
 - d. Updates and Support – A.6.f.
- A.4. Overview of System Functionality Required. The State envisions a system that provides a platform for seven general functional areas (modules). These are Circulation, Online Public Access Catalog, Patron Management, Collection Management, Cataloging, Reporting, and Administrative Functions.
- a. System Functionality Detail.
 - 1. Circulation Functionality. Included in circulation is the normal practice in an automation system. These include but are not limited to: checking in and out of materials, allowing holds to be placed on certain materials, public access catalog, and notifications for the library staff that fines are outstanding.
 - 2. Online Public Access Catalog. Included in an online public access catalog is the ability for the patron to search for materials within the collection of the library and be given information about that material, including location. This catalog should be available to patrons both on-site and off-site.



3. Patron Management. This includes but is not limited to: creation of new patron data, the ability to update current patron data, the capability to inform a patron of any outstanding fines or materials,
 4. Collection Management. This includes but is not limited to: diagnostic reporting of the collection as a whole and by its component parts, deleting materials from the collection, and adding/modifying/deleting sub-collections in the overall collection.
 5. Cataloging Functionality. This includes but is not limited to: the creation of new bibliographic records, the editing of existing bibliographic records, importing new records, and exporting existing records.
 6. Reporting Functionality. This includes but is not limited to: the ability for the library staff to run both pre-made reports and the ability to create new criteria for reports.
 7. Administrative Functions. This includes but is not limited to: the ability for some staff to override fines and overdue materials, create new users with defined permissions, running reports about the collection, patron data, or fines accrued/owed.
- A.5. Project Management Services The Contractor will apply the knowledge, skills, tools, and techniques necessary to manage this project effectively and efficiently in order to manage risk and meet scope, time and quality requirements. At a minimum, the State requires the Contractor to provide the below project management deliverables.
- a. Project Management Plan. The Contractor will provide a Project Management Plan with subsidiary plans as necessary to manage this project effectively and efficiently. The Project Management Plan describes the overall approach used to manage the project and documents how to execute, monitor, and control the project. The Project Management Plan contains, at a minimum, the following:
 1. Project Overview.
The Project Overview must demonstrate the understanding of the State's need, business solution, project objectives, critical success factors, milestones, and assumptions and constraints.
 2. State Project Coordinator
The State Library will appoint a State Coordinator for this project. This person will be charged with assisting the Contractor to create the project plan and will schedule regular meetings with the Contractor. It is expected that much additional communication will occur between the State Project Coordinator and the Contractor's implementation team and will consist of e-mail discussions, phone conversations and visits by Contractor staff as necessary.
- A.6. Project Phases. The Contractor shall deliver and implement the ILS per the following product development phases. At the end of each phase the State will conduct a review in order to:
- a. Ensure that project direction and goals remain consistent with the organizations' strategic plan and goals;
 - b. Measure the ongoing progress (i.e. budget, schedule, and deliverables) and identify potential problems for corrective actions; and,
 - c. Approve phase results and authorize further work.
- The phases of the strategy include the following:



1. Planning Phase

- a. General. For purposes of this Contract, the Planning Phase will combine project start up and planning activities. The purpose of this phase is two-fold. First, processes and procedures are put in place that will govern how the project is organized and managed. Second, business and user needs are analyzed to determine system configuration requirement and document the system configuration Profile.
- b. The ILS project will require the coordination of skilled information technology professionals and effective communications both within the organization and to external stakeholders. Ongoing project management activities focus on ensuring that project resources are used efficiently and that the project outcome delivers the desired product.

2. Tasks and Activities. The following planning tasks and activities will be provided by the Contractor during this phase:

- Create a Project Management Plan that includes:
 - Communications Plan
 - Technical Approach
 - Physical and Logical Environments
 - Database Conversion
 - System Setup and Configuration
 - User and Administrative Training
 - System Test and User Acceptance Test
 - ILS Implementation
- Work Plan and Schedule
- Project Roles and Responsibilities
- Quality Management Plan
- Conduct On-going Project Management that includes:
 - Conduct project team meetings
 - Monitor progress toward the key milestones
 - Manage open issues
 - Coordinate project team activities
 - Provide weekly work plan / schedule updates
 - Provide and Open Issues Management Report
 - Provide a Weekly Status Report
- Work with the State Project Coordinator and other subject matter experts to gather and document all requirements for the development of the ILS consortia profile
- ILS system level parameters
- Security groups and user profiles
- ILS location level parameters

3. Deliverables and Delivery Schedule

<u>Products</u>	<u>Schedule of Delivery</u>
1. Project Management Plan	30 days from Contract Start Date
Communications Plan	30 days from Contract Start Date
Technical Approach	30 days from Contract Start Date
Work Plan and Schedule	30 days from Contract Start Date
Project Roles and Responsibilities	30 days from Contract Start Date
Quality Management Plan	30 days from Contract Start Date



2. Project Status Report	Weekly Updates (Due Mondays at noon CST)
3. Open Issues Management Report	Monthly Updates (Close of Business (COB) last Friday of each Month)

4. ILS Implementation and Configuration Phase. It is intended that the ILS will run on the Contractor's system. Each library will have their converted data installed on the Contractor's system and be available for library access 24 hours a day. All backups, indexing, and database management will be the responsibility of the Contractor.
- a. Tasks and Activities. The following planning tasks and activities will be provided by the Contractor during this phase:
- Setting up communication with the libraries that are designated by the State Library to be part of the consortia.
 - Set up a reasonable timetable with each library for conversion, implementation, and a go-live date that will meet with the expectations of the library and the Contractor.
 - Maintain communication throughout the configuration phase so the library is informed of where they are in the process.
 - Acquiring policy and configuration data from each library.
 - As each member library will have slightly different policies for circulation times for data, the Contractor will need to acquire all policy data from the library before configuration can begin.
 - Database testing, to ensure that the data from each library is accessible will be completed by the Contractor.
 - Conduct On-going Project Management that includes:
 - Conduct project team meetings
 - Monitor progress toward the key milestones
 - Manage open issues
 - Coordinate project team activities
 - Provide weekly work plan / schedule updates
 - Provide and Open Issues Management Report
 - Provide a Weekly Status Report
 - Backups, indexing, and database maintenance will be handled by the Contractor

5. Deliverables and Delivery Schedule

Products	Schedule of Delivery
1. Communication with each library	30 days from notification from State Library
Timetable for conversion	30 days from notification from State Library
Timetable for implementation	30 days from notification from State Library
Set of a go-live date	30 days from notification from State Library
2. Acquire policy and configuration data	45 days from notification from State Library
3. Project Status Report	Weekly updates (due Mondays at noon)
4. Open issues management report	Monthly updates (close of business (COD) last Friday each month)
5. Database testing	As per plan
6. Backups, indexing, database maintenance	As needed

6. Database Conversion Phase. The Contractor shall provide conversion of all legacy data to the ILS for each library that enters into the system. As each library may have



had different automation Contractors in the past, all efforts shall be made by the Contractor to convert all bibliographic, patron, and circulation data successfully into the ILS.

a. Tasks and Activities. The following planning tasks and activities will be provided by the Contractor during this phase:

- Identify data to be converted
- Create data-mapping schemas
 - Indexing schemas
 - Authority control profiles
- Convert and load data
- Conduct data integrity testing
 - MARC validation testing
 - Data acceptance testing
- Conduct On-going Project Management that includes:
 - Conduct project team meetings
 - Monitor progress toward the key milestones
 - Manage open issues
 - Coordinate project team activities
 - Provide weekly work plan / schedule updates
 - Provide and Open Issues Management Report
 - Provide a Weekly Status Report
- Conduct On-going Project Management

7. Deliverables and Delivery Schedule

Products	Schedule of Delivery
1. Data migration	As per plan
Conversion plan	As per plan
Data load	As per plan
Data acceptance testing	As per plan
2. Project Status Report	Weekly updates (due Mondays at noon)
3. Open issues management report	Monthly updates (close of business (COD) last Friday each month)

8. User and Operator Training Phase. The primary purpose of the User and Operator Training Phase is to ensure that all appropriate staff at each location have the opportunity for training, and access to documentation and user guides.

a. Tasks and Activities. The following planning tasks and activities will be provided by the Contractor during this phase:

- Scheduling on-site first wave training for participating libraries and State employees.
- Training will cover all aspects of the system.
- Training after the first wave will be at the request of the library, and are not a requirement, and can be either face-to-face or via remote access.
- Conduct On-going Project Management that includes:
 - Conduct project team meetings
 - Monitor progress toward the key milestones
 - Manage open issues
 - Coordinate project team activities
 - Provide weekly work plan / schedule updates



- o Provide and Open Issues Management Report
- o Provide a Weekly Status Report
- Conduct On-going Project Management

9. Deliverables and Delivery Schedule

<u>Products</u>	<u>Schedule of Delivery</u>
1. Training	As per plan
Schedule first wave training	As per plan
2. Project Status Report	Weekly updates (due Mondays at noon)
3. Open issues management report	Monthly updates (close of business (COD) last Friday each month)

10. Administrative Access. The Contractor shall provide administrative access to each library as well as an administrative login to each region, and three administrative logins to State Library staff.

11. Updates and Support. The Contractor shall provide updates to the ILS software as needed for the duration of the contract. Support shall be available to all members of the consortia chiefly via e-mail or phone. This support will be available both after traditional business hours during the week and also during the weekend.

12. Deliverables and Delivery Schedule

<u>Products</u>	<u>Schedule of Delivery</u>
1. Annual Support	From the second year of service on, payment will be at the beginning of each service year.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning November 1, 2011, and ending on October 31, 2016. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed \$230,000.00 (\$Two hundred thirty thousand dollars). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from



the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Two to Ten Member Library	Eleven to Twenty-five Member Library	Twenty-six to Fifty Member Library	Fifty-One to Seventy-Five Member Library	Seventy-Six to One Hundred Member Library
Annual Cost with a total combined annual circulation up to 300,000 (Scope of Services A.2)	\$3220.00 / per Library per year	\$2520.00 / per Library per year	\$1940.00 / per Library per year	\$1550.00 / per Library per year	\$1240.00 / per Library per year
Annual Cost with a total combined annual circulation of 300,000 – 6,000,000 (Scope of Services A.2)	\$1540.00 / per Library per year	\$1430.00 / per Library per year	\$1320.00 / per Library per year	\$1210.00 / per Library per year	\$1100.00 / per Library per year
Annual Cost with a total combined annual circulation of over 6,000,000 (Scope of Services A.2)	\$4400.00 / per Library per year	\$3500.00 / per Library per year	\$2800.00 / per Library per year	\$2300.00 / per Library per year	\$1800.00 / per Library per year
Training with a total combined annual circulation up to 300,000 (Scope of Services A.6)	\$900.00 / per Library	\$800.00 / per Library	\$600.00 / per Library	\$600.00 / per Library	\$600.00 / per Library
Training with a total combined annual circulation of 300,000 – 6,000,000 (Scope of Services A.6)	\$540.00 / per Library	\$648.00 / per Library	\$540.00 / per Library	\$576.00 / per Library	\$540.00 / per Library
Training with a total combined annual circulation of over 6,000,000 (Scope of Services A.6)	\$1100.00 / per Library	\$1100.00 / per Library	\$880.00 / per Library	\$880.00 / per Library	\$880.00 / per Library
Conversion with total combined titles up to 500,000 (Scope of Services A.6)	\$3200.00 / per Library	\$3200.00 / per Library	\$3200.00 / per Library	\$3100.00 / per Library	\$3000.00 / per Library



Service Description	Two to Ten Member Library	Eleven to Twenty-five Member Library	Twenty-six to Fifty Member Library	Fifty-One to Seventy-Five Member Library	Seventy-Six to One Hundred Member Library
Conversion with total combined titles of 500,001 – 2,000,000 (Scope of Services A.6)	\$2076.00 / per Library	\$2514.00 / per Library	\$2655.00 / per Library	\$2643.00 / per Library	\$2719.00 / per Library
Conversion with total combined titles of 2,000,001 – 7,000,000 (Scope of Services A.6)	\$3200.00 / per Library	\$3200.00 / per Library	\$3200.00 / per Library	\$3100.00 / per Library	\$3000.00 / per Library
Implementation with a total combined annual circulation up to 300,000 (Scope of Services A.6)	\$2280.00 / per Library	\$1330.00 / per Library	\$1010.00 / per Library	\$930.00 / per Library	\$750.00 / per Library
Implementation with a total combined annual circulation of 300,000 – 6,000,000 (Scope of Services A.6)	\$1849.00 / per Library	\$1336.00 / per Library	\$1120.00 / per Library	\$1057.00 / per Library	\$906.00 / per Library
Implementation with a total combined annual circulation of over 6,000,000 (Scope of Services A.6)	\$3140.00 / per Library	\$1870.00 / per Library	\$1490.00 / per Library	\$1360.00 / per Library	\$1100.00 / per Library

c. The State may pay for partial costs pertaining to conversion, implementation or training for member libraries in the statewide system.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the individual member libraries for any annual, recurring costs only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to each library listed on Attachment Two. As necessary, the State will contact the Contractor so proper billing can be created. If the State is invoiced for any costs, the invoice will follow the instructions in C.5. and be sent to:

Office of the Secretary of State
Fiscal and Administrative Services
312 8th Avenue North
7th Floor, Snodgrass Tower
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee State Library and Archives



- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must



agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to terminate the Contract and withhold payments in excess of fair compensation for completed services.
- a. The State will provide notification of termination for cause in writing. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Contractor with an opportunity to cure, which must be requested in writing no less than 10 days from the date of the Termination Notice; and (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor must present the State with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. This opportunity to "cure" shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The State will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of State operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.
- b. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as



identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services



for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.



- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Jennifer Cowan-Henderson, Bibliographic Services Coordinator
Tennessee State Library and Archives
403 Seventh Avenue North
Nashville, TN 37243
Jennifer.Cowan-Henderson@tn.gov
Telephone # 615-532-4629
FAX # 615-532-9904

The Contractor:

Albert Flores, Vice President, Sales and Marketing
Auto-Graphics, Inc.
3201 Temple Avenue, Suite 100
Pomona, CA 91768
abf@auto-graphics.com



Telephone # 800-776-6939, ext. 1502
FAX # 909-595-3506

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. Seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Ownership of Software and Work Products.
- a. Definitions.
- (1) "Contractor-Owned Software," which shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
 - (2) "Custom-Developed Application Software," which shall mean customized application software developed by Contractor solely for State.
 - (3) "Rights Transfer Application Software," which shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
 - (4) "Third-Party Software," which shall mean software not owned by the State or the Contractor.
 - (5) "Work Product," which shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include such software.



b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted herein.
- (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.
- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted thereby.

- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.

- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
- b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
- d. any technical specifications provided to proposers during the procurement process to award this Contract;
- e. the Contractor's proposal seeking this Contract.

E.7. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-30504-02011 (Attachment 6.2 Section B.15.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and



persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

IN WITNESS WHEREOF,

AUTO-GRAPHICS, INC.:

Paul R. Cope 10/17/11
 CONTRACTOR SIGNATURE DATE
Paul R. Cope, President and CEO
 PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE STATE LIBRARY AND ARCHIVES:

C. Sherrill 10/18/11
 CHARLES A. SHERRILL, STATE LIBRARIAN AND ARCHIVIST DATE

DEPARTMENT OF STATE, OFFICE OF SECRETARY OF STATE:

rc *Lee Hargett* 10/21/11
 TRE HARGETT, SECRETARY OF STATE DATE



ATTACHMENT ONE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	30504-02011
CONTRACTOR LEGAL ENTITY NAME:	Auto-Graphics, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	95-2105641

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Paul R. Cope, President and CEO

PRINTED NAME AND TITLE OF SIGNATORY

10/18/11

DATE OF ATTESTATION



ATTACHMENT TWO

List of Member Libraries

Adams Memorial Library
Altamont Public Library
Anna Porter Public Library
Ardmore Public Library
Argie Cooper Public Library
Barbara Reynolds Carr Memorial Library
Bean Station Public Library
Beene-Pearson Public Library
Benton County Library
Blaine Public Library
Bledsoe County Library
Bobby Martindale Memorial Library
Briceville Public Library
Burritt Memorial Library
C. E. Weldon Public Library
Calhoun Public Library
Carroll County Library
Caryville Public Library
Charles Ralph Holland Memorial Library
Cheatham County Public Library
Chester County Library
Clay County Public Library
Clinton Public Library
Coalfield Public Library
Coalmont Public Library
Cosby Community Library
Crockett County Library
Dandridge Memorial Library
Decatur County Public Library
Deer Lodge Public Library
Dr. Nathan Porter Library
East Polk Public Library
Elma Ross Public Library
Everett Horn Public Library
Fayetteville – Lincoln County Public Library
Fentress County Library
Franklin County Public Library
Fred A. Vaught Memorial Library
Gibson County Memorial Library
Giles County Public Library
Gleason Memorial Library
Graysville Public Library
Halls Public Library
Hamilton Parks Public Library
Hancock County Public Library
Hickman County Public Library
Houston County Public Library
Humboldt Public Library
Humphreys County Public Library
Huntsville Public Library
Irving Meek Jr. Public Library
Jack McConnico Memorial Library
Jacksboro Public Library
Jefferson City Public Library
Jellico Public Library
Justin Potter Library
LaFollette Public Library
Lake City Public Library
Lauderdale County Library
Lawrence County Public Library
Lee Ola Roberts Library
Lenoir City Public Library
Lewis County Public Library
Luttrell Public Library
Macon County Public Library
Magness community House and Library
Marie Ellison Memorial Library
Marshall County Memorial Library
May Justus Memorial Library
Maynardville Public Library
McIver's Grant Public Library
McKenzie Memorial Library
Meigs-Decatur Public Library
Middleton Community Library
Millard Oakley Public Library
Minor Hill Public Library
Moore County Public Library
Munford – Tipton Memorial Library
Ned R. McWherter Weakley County Library
Newbern City Library
Niota Public Library
Norris Community Library
Oakdale Public Library
Oneida Public Library
Orena Humphreys Public Library
Palmer Public Library
Parrottsville Community Library
Parrott-Wood Memorial Library
Parsons Public Library
Philadelphia Public Library
Pickett County Library
Pigeon Forge Public Library
Ridgely Public Library
Rockwood Public Library
Rutledge Public Library
Sequatchie County Public Library
Sharon Public Library
Smith County Public Library
Somerville-Fayette County Library
South Cheatham Public Library
Steward County Public Library
Stokely Memorial Library



Sunbright Public Library
Sweetwater Public Library
Tiptonville Public Library
Tracy City Public Library
W. G. Rhea Library
Wartburg Public Library
Washburn Public Library
Wayne County Public Library
Westmoreland Public Library of Sumner County
White County Public Library
White House Inn Library
White Pink Public library
Winfield Public Library